



SCHIFFMAN LAW OFFICE, P.C.
HELPING THE INJURED AND DISABLED SINCE 1975

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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF ARIZONA

John Serenita,

Plaintiff,

vs.

The Prudential Insurance Company of
America; The Long-Term Disability Plan
of Lam Research Corporation,

Defendants.

No.

COMPLAINT

For his claim against Defendants, John Serenita (“Serenita”) alleges as follows:

JURISDICTION AND VENUE

1. At all relevant times, Serenita is a resident of Maricopa County, Arizona.

2. Defendant The Prudential Insurance Company of America (“Prudential”) is an insurance company incorporated in Pennsylvania. Prudential is authorized to do business in Maricopa County, Arizona.

3. Defendant The Long-Term Disability Plan of Lam Research Corporation (“Plan”) is a purported ERISA benefit plan established and maintained by Lam Research Corporation (“Lam Research”) for the benefit of its employees. The Plan includes long-term disability benefits (“LTD”). Lam Research is the Plan Administrator.

4. Lam Research is a Plan Fiduciary as that term is defined by ERISA.

1 14. The material and substantial duties of Serenita's occupation that he was unable
2 to perform, include, but are not limited to:

- 3 • Ability to work a regular, 40-hour work week;
- 4 • Ability to sit, stand, or walk for more than twenty minutes in an hour,
5 no more than 2.5 hours per day;
- 6 • Ability to work due to balance issues that affect his ability to crouch
7 and squat;
- 8 • Ability to work due to memory issues and medication side effects that
9 affect his ability to deal with equipment issues, perform proper field
10 modifications, and maintain proper records.

11 15. Serenita was diagnosed with Lumbar Disc Disease/Degenerative Disc Disease
12 and Chronic Pain.

13 16. Serenita became disabled on January 20, 2015 and remains disabled from his
14 own occupation and from any occupation for which he is qualified based on education,
15 training or experience and for which he could earn 60% of his pre-disability earnings.

16 17. Prudential initially denied Serenita's claim on August 25, 2016.

17 18. Serenita submitted his first level of appeal on June 6, 2017.

18 19. Prudential overturned its decision with respect to the remainder of Serenita's
19 own occupation benefits and agreed that he was entitled to benefits through July 18, 2017.

20 20. Prudential issued a new decision on June 26, 2017 which denied Serenita
21 benefits under the any occupation definition of disability beginning July 19, 2017.

22 21. Serenita submitted his appeal of this decision on March 12, 2018.

23 22. Prudential issued its final denial on April 9, 2018.

24 23. Serenita is entitled to 60% of his Predisability Earnings from July 19, 2017
25 through the present.

26 24. Serenita received a fully-favorable decision on his claim for Social Security
27 Disability Benefits on July 26, 2017. The Social Security Administration found Serenita
28

1 disabled as of January 20, 2015, with benefits commencing in July 2015, in the initial
 2 amount of \$1,899.

3 25. Serenita's is entitled to a monthly LTD disability benefit in the amount of
 4 \$1,602 from July 19, 2017 to the present. (\$3,500.65 less his Social Security Disability
 5 Award of \$1,899).

6 26. Serenita provided proof of his debilitating medical conditions. In addition,
 7 Serenita provided Prudential with completed attending physician statements and extensive
 8 medical records that support his disability.

9 27. Serenita has satisfied the jurisdictional prerequisites to filing a claim in federal
 10 court.

11 COUNT I

12 RECOVERY OF INSURANCE AND PLAN BENEFITS

13 28. Serenita incorporates and realleges all previous allegations.

14 29. The Plan contains some language purporting to grant Prudential discretion and
 15 to give Prudential the ability to delegate discretion to others; however, on information and
 16 belief, the purported delegation is invalid and Serenita is entitled to de novo review.

17 30. Serenita became disabled on January 20, 2015 and remains unable to perform
 18 the duties of any other occupation for which he is qualified based on his age, education,
 19 training, experience, station in life, and physical and mental capacity.

20 31. Despite the coverage of Serenita's long-term disability, Prudential terminated
 21 LTD benefits after paying Serenita LTD for two years. This breach was arbitrary, capricious,
 22 an abuse of discretion, not supported by substantial evidence and was clearly erroneous.

23 32. Pursuant to the coverage provided in the Plan, to ERISA 29 U.S.C.
 24 § 1132(a)(1)(B), and to applicable federal and state common law, Serenita is entitled to
 25 recover all benefits due under the terms of the Plan, and to enforce his rights under the terms
 26 of the Plan.
 27
 28

By: /s/ Lisa J. Counters
Lisa J. Counters